

ADDENDUM NO. 1

INVITATION FOR BIDS

9PR-2002-156/157/158

“TUSTIN VISTAS” ORANGE COUNTY, CALIFORNIA

Property Description, Section 4, Excluded Installation and Restoration Program (“IRP”) Sites, Page 4.

1. Paragraph 1 is deleted in its entirety and replaced with the following:

“Approximately 8.6 acres in the Tustin Villas sale parcel will be excluded from the initial deed transfer due to on-going remediation of soil and groundwater contamination. The specific remediation areas are comprised of four **(4) IRP Sites**, identified as **1) IRP-13W (1.45 acres); 2) IRP-13S (3.29 acres); 3) IRP-16 (1.66 acres); and 4) a 2.1-acre Underground Storage Tank (UST) Site**, the location of three former underground tanks: UST-268 and UST-18A/B.”

2. For additional information related to the environmental condition of the IRP Sites, a Status Sheet is attached hereto and made a part hereof, titled “IRP Sites Table 07-03-02”.

3. Paragraph 2 is deleted in its entirety and replaced with the following:

”During the remediation process, the successful bidder will have limited access to the IRP Sites pursuant to a LIFOC. Upon completion of the remediation of an IRP Site, there will be a Finding of Suitability to Transfer (FOST) issued by the Navy for that site, after which the site will transfer in fee to the new owner. The successful bidder shall accept conveyance of an IRP Site, upon tender of a Quitclaim Deed following execution of a FOST. The LIFOC will terminate upon the earlier of fifty years or the effective date of conveyance by Quitclaim Deed of an IRP Site. The Navy anticipates executing FOST(s) by the end of 2006. In the event that the successful bidder fails to accept the conveyance of an IRP Site in accordance with the terms of this IFB and the LIFOC, then the successful bidder shall be in breach of the IFB and LIFOC for that particular IRP Site. Government shall be entitled, at its election, to a) terminate its remaining obligations under this IFB and the LIFOC for that particular IRP Site and recover its damages, or b) obtain specific performance of this IFB and recover all damages. Government shall have no obligation to refund the portion of the Purchase Price applicable to the IRP Site to the successful bidder. The remedies provided herein are not exclusive and are in addition to any other remedies which may be available under this IFB or the LIFOC and or at law.”

4. The following is added as Paragraph 5 in this Section:

“The Lease in Furtherance of Conveyance (LIFOC) is attached hereto and made a part hereof, and describes the restrictions, requirements, allowed uses, and locations of the IRP Sites. The Federal Facility Site Remediation Agreement (FFSRA) referenced in the LIFOC is available from GSA directly, and at the GSA website (<http://propertydisposal.gsa.gov/property>).”

Property Description, Section 8, Legal Access, Page 5.

This Section is deleted in its entirety and replaced with the following:

"The interior roadways existing on the three sale parcels (Exhibits "A" and "C") shall be conveyed to the future owner(s) as a part of the Property. Non-exclusive ingress and egress easements have been reserved, for the benefit of the **Moffett Meadows** sale parcels, over the following roadways (conveyed to the City of Tustin on May 14, 2002): from the intersection of Harvard Avenue and the Moffett Drive entry gate, northwest along Moffett Drive (northeast boundary of Parcel 35) to a point approximately 1,321 feet from the referenced intersection (see Exhibit "C").

All of the interior roadways existing on the **Marble Mountain** sale parcel, including Marble Mountain Road from the entry gate at the intersection of Harvard Avenue, shall be conveyed to the future owner of this sale parcel. A non-exclusive ingress and egress easement will be granted over Marble Mountain Road to the future owner of the adjacent Parcel 38 (see Exhibit "C").

Portions of Moffett Drive and Severyns Road that abut and provide legal access to the **Tustin Villas** sale parcel have not been conveyed to the City of Tustin, pending completion of environmental remediation. Temporary non-exclusive ingress and egress easements will be reserved for the benefit of this sale parcel from the Red Hill Avenue entry gate, east along Moffett Drive to its intersection with Severyns Road, north along a portion of Severyns Road (western boundary of Parcel 24) and continuing along a portion of Parcel 23. Permanent ingress and egress easements providing comparable access will be reserved for the benefit of this sale parcel in the future."

General Terms of Sale, Section 1, Term- "Invitation for Bids", Page 8.

This Section is deleted in its entirety and replaced with the following:

"The term Invitation for Bids ("IFB") as used herein refers to the foregoing IFB and its Property Description; General Terms of Sale; the Instructions to Bidders for Online Auction; and the Environmental Notices and Covenants, Exhibits, and the Environmental Disclosure Documents (set forth in Exhibit "D"); and any provisions of the Bid Form and Acceptance; all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued."

General Terms of Sale, Section 6, Continuing Offers, Page 8.

This Section is deleted in its entirety and replaced with the following:

"Each bid shall be deemed to be a continuing offer after the date of bid opening or auction for 180 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 180 calendar days. If the Government desires to accept any bid after the expiration of the 180 calendar days, the consent of the bidder shall be obtained prior to such expiration."

General Terms of Sale, Section 9, Risk of Loss, Page 9.

The following is added as Paragraph 3 in this Section:

"The successful bidder of the Tustin Villas sale parcel shall be required to procure and maintain insurance on the IRP Sites, pursuant to Section 17. of the LIFOC."

General Terms of Sale, Section 14, Tender of Payment and Delivery of Instrument of Conveyance and LIFOC, Page 9-10.

This Section Is clarified as follows:

"Government will not mandate use of a particular title company, and encourages the successful bidder to open an escrow account with a local title company."

Instruction To Bidders for Online Auction, Section 4.c, Bid Deposit Terms, Page 12.

This Section is deleted in its entirety and replaced with the following:

"Within ten (10) business days of acceptance of an offer by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the bid deposit, will equal at least then percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of your bid."

Environmental Notices and Covenants, Section 7, Historic Property (Tustin Villas), Page 19.

Paragraph 1 is deleted in its entirety and replaced with the following:

"The following is provided for information purposes only, as there are **no obligations on the new owner** with respect to historic mitigation requirements for the Tustin Villas sale parcel. No known historic or archeological sites exist on this sale parcel. Should such materials be encountered in the IRP Sites, the Lessee of the IRP sites shall stop work immediately and notify the Government."

CLARK VAN EPPS
Director, Property Disposal Division
Public Buildings Service

DATE

**STATUS SHEET - ENVIRONMENTAL RESTORATION PROGRAM SITES AT PARCEL 24, TUSTIN VILLAS PUBLIC SALE PARCEL
MCAS TUSTIN, CALIFORNIA**

Site	Planned Reuse (1)	Source of Contamination and Actions Taken	Known Soil Contamination (2)	Known Groundwater Contamination (3)
IRP-13S	Residential	Former vehicle maintenance area and washpad; TPH contamination removed from two locations in 1999 and 2000; removal action initiated in 2002 to remove and treat GW; evaluation for a final remedy ongoing	TCE was detected at 11 mg/kg max; two additional soil removal actions are planned to prevent further contamination of the groundwater.	TCP was detected in 9 of 14 samples ranging from 2.1 ug/L - 300 ug/L, avg 87 ug/L in 1999. Samples from summer 2001 at 120 ug/L max. TCE was detected at 13 ug/L max. TCP groundwater plume extends approximately 1,200 feet south-southwest of the source area.
IRP-13W	Residential	Former drum storage area; 4000 tons of soil removed in 1997; GW evaluation ongoing	Max concentrations in soil are below TCLs of 61 ug/kg for benzo(a)pyrene, 610 ug/kg for benzo(a)fluoranthene, 130 mg/kg for lead, and 66 ug/kg for PCBs.	TCE was detected in 2 of 7 samples in 1996, with results of 18 and 25 ug/L, avg 21.5 ug/L.
IRP-16	Residential	Former fuel storage area consisting of various tanks; 6000 tons of soil removed in 1996; This site has been recommended for NFA; Navy preparing final site closure documentation	Max concentrations in soil are below the TCL of 1000 mg/kg for TPH.	October 2001 data: 1,1-DCE was detected in 0 of 3 samples; benzene was detected in 0 of 3 samples; PCE was detected in 2 of 3 samples with both results as 0.29 ug/L; and bis(2-ethylhexyl)phthalate was detected in 0 of 3 samples.
UST-268	Residential	Former location of a 4500-gallon fiberglass fuel storage tank; tank leak detected in 1996; 17,000 tons of soil removed in 1999; further site evaluation ongoing	TPH was detected in 51 of 70 samples ranging from 0.006 - 1600 mg/kg, avg = 95.88 mg/kg. Benzene was detected in 31 of 70 samples ranging from 0.00044 - 1.8 mg/kg, avg = 0.094 mg/kg. MTBE was detected in 7 of 70 samples ranging from 0.0026 - 0.68 mg/kg, avg = 0.014 mg/kg. Only one confirmation result was above the TCL of 1000 mg/kg at 1600 mg/kg for TPH.	TPH was detected in 7 of 8 samples ranging from 0.032 - 2.1 mg/L, avg = 0.81 mg/L. Benzene was detected in 5 of 8 samples ranging from 1.5 - 11.0 ug/L, avg = 3.29 ug/L. MTBE was detected in 2 of 8 samples ranging from 1.0 - 13.0 ug/L, avg = 1.75 ug/L.
UST-18A/B	Residential	Former location of two 1000-gallon steel fuel storage tanks; both tanks removed in 1991; no leaks detected; site remains open pending closure of UST-268	Not applicable	Not applicable

Notes:

- Remedial actions are conducted based on the land use designated in the final MCAS Tustin Specific Plan/Reuse Plan Errata in a manner that meets the intended reuse unless such actions are technically or economically impractical.
- Known soil contamination is defined as the data within Parcel 24 that was obtained after interim or final cleanup actions have been conducted and that exceeds the method detection limit.
- Known groundwater contamination is defined as the data within Parcel 24 that exceeds the method detection limit.

List of acronyms:

avg = average value of the detected concentrations
 Bldg = Building
 DCE =
 GW = groundwater
 IRP = Installation Restoration Program
 max = maximum detected concentration

ug/kg = micrograms per kilogram
 ug/L = micrograms per liter
 mg/kg = milligrams per kilogram
 mg/L = milligrams per liter
 MTBE = methyl tertiary-butyl ether
 NFA = no further action

PCE = tetrachloroethene
 TCE = trichloroethene
 TCL = target cleanup level
 TPH = total petroleum hydrocarbons as gasoline
 TCP = trichloropropane
 UST = underground storage tank